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Official Public Records

Tarrant County Texas

4/13/2010 3:34 PM

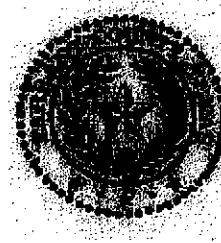
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Suzanne Henderson

PGS 12 \$60.00

Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

The State of Texas



Austin, Texas

**PAID-UP
OIL AND GAS LEASE NO. (MF 110641)
GENERAL LAND OFFICE
AUSTIN, TEXAS
L0524787**

Electronically Recorded.
Chesapeake Operating, Inc.

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Chesapeake Exploration, LLC**, whose address is PO Box 18496, Oklahoma City, OK 73154 hereinafter called "Lessee".

1. Lessor, in consideration of **Two Hundred Nine Thousand 00/100 (\$ 209,000.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

41.80 acres of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **41.80** acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. **PRIMARY TERM:** This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **two years, from March 23, 2010** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. **ROYALTIES:** As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred.

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of \$ 25.00 per acre. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. **FORCE MAJEURE:** If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. **LESSER ESTATE CLAUSE:** If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. **ASSIGNMENTS:** This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. **WELL INFORMATION:** Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

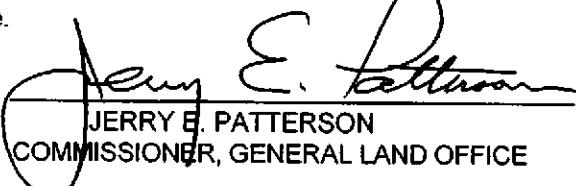
13. **SURFACE:** Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. **COMPENSATORY ROYALTY:** Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well.

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. **FORFEITURE:** If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.



JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: SCR

CC: 

FIELD NOTE DESCRIPTION

BEING 41.80 acres of land, more or less, situated in the N. H. Carroll Survey, Abstract Number 264 and the C.C. Connelly Survey, Abstract Number 319, located in the City of Fort Worth, the City of Westworth Village, and the City of River Oaks, Tarrant County, Texas, being a portion of Koldin Lane (variable width right-of-way), Red Bird Lane (variable width right-of-way), and White Settlement Road (variable width right-of-way), and being all of those tracts of land described in the following deeds to the State of Texas:

1. Volume 1412, Page 481, described as "Second Tract"
2. Volume 1487, Page 87
3. Volume 1487, Page 89
4. Volume 1412, Page 16
5. Volume 1428, Page 169
6. Volume 1406, Page 545
7. Volume 1498, Page 394
8. Volume 1408, Page 572
9. Volume 1406, Page 637
10. Volume 1407, Page 258
11. Volume 1408, Page 78
12. Volume 1419, Page 151
13. Volume 1406, Page 639
14. Volume 1416, Page 357
15. Volume 1093, Page 474
16. Volume 1392, Page 542
17. Volume 1428, Page 206
18. Volume 1429, Page 167
19. Volume 1421, Page 200
20. Volume 1429, Page 236
21. Volume 2547, Page 509

of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at the northwesterly end of a corner-clip at the intersection of the west right-of-way line of Roberts Cut-Off Road (variable width right-of-way) with the southeasterly right-of-way line of State Highway Number 183, same being the most northerly corner of Lot 1, Nationsbank Addition, an addition to the City of River Oaks, as recorded in Cabinet A, Page 3050 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.);

THENCE South 43 degrees 04 minutes 43 seconds West, along said southeasterly right-of-way line, passing at a distance of 907.75 feet a found railroad spike, passing at a distance of 1003.47 feet a 1/2-inch found iron pipe for the northwest corner of Pecan Park Addition as recorded in Volume 388-C, Page

136, P.R.T.C.T., passing at a distance of 2,160.75 feet a 2-inch found iron pipe for the southwest corner of Block 5, River Oaks Garden Addition as recorded in Volume 388-G, Page 82, P.R.T.C.T., passing at a distance of 2,498.24 feet a found concrete monument, passing at a distance of 2,697.60 feet a found brass monument, passing at a distance of 4,418.89 feet a 1/2-inch found iron rod for the northwest corner of Lot 2, Armstrong Addition as recorded in Cabinet B, Slide 3130, P.R.T.C.T., and continuing along said southeast right-of-way line for a total distance of 5,004.70 feet to a point on the east line of said State of Texas tract recorded in Volume 1407, Page 258, D.R.T.C.T.;

THENCE South 00 degrees 47 minutes 17 seconds East, continuing along said southeasterly right-of-way line and along the east line of said State of Texas tract recorded in Volume 1407, Page 258, D.R.T.C.T., a distance of 17.28 feet to a point for the southeast corner of said State of Texas tract recorded in Volume 1407, Page 258, D.R.T.C.T.;

THENCE South 88 degrees 12 minutes 43 seconds West, continuing along said southeasterly right-of-way line and along the south line of said State of Texas tract recorded in Volume 1407, Page 258, D.R.T.C.T., a distance of 16.90 feet to a point on said southeasterly right-of-way line for the east corner of said State of Texas tract recorded in Volume 1406, Page 637, D.R.T.C.T.;

THENCE South 43 degrees 04 minutes 43 seconds West, continuing along said southeasterly right-of-way line, a distance of 377.29 feet to the point of curvature of a circular curve to the right, having a radius of 2,372.00 feet and whose chord bears South 49 degrees 20 minutes 49 seconds West, a distance of 710.06 feet;

THENCE Southwesterly, continuing along said southeasterly right-of-way line and along said circular curve to the right, passing at an arc distance of 470.68 feet a 3/4-inch found iron rod for the northwest corner of Lot 6, Block 1, Casstevens Acres, as recorded in Volume 388-14, Page 100, P.R.T.C.T., and continuing through a total central angle of 17 degrees 12 minutes 58 seconds and a total arc distance of 712.74 feet to the northwest corner of Lot 3 of Pecan Point Addition, and addition to the City of Westworth Village as recorded in Volume 388-167, Page 11, P.R.T.C.T., said corner being the north corner of said State of Texas tract recorded in Volume 1498, Page 394, D.R.T.C.T.;

THENCE South 21 degrees 07 minutes 41 seconds East, along the northeasterly line of said State of Texas tract recorded in Volume 1498, Page 394, D.R.T.C.T. and along the southwesterly line of said Lot 3, a distance of 128.75 feet to an angle point in the northeasterly line of said State of Texas tract recorded in Volume 1498, Page 394, D.R.T.C.T.;

THENCE South 52 degrees 37 minutes 41 seconds East, continuing along said northeasterly line and said southwesterly line, a distance of 62.13 feet to a 7/8-inch found iron rod for the most westerly southwest corner of said Lot 3, said corner being on the north right-of-way line of said White Settlement Road;

THENCE South 01 degree 53 minutes 50 seconds East, departing said north right-of-way line and crossing said White Settlement Road, a distance of 30.01 feet to a point along the approximate centerline of said White Settlement Road;

THENCE North 88 degrees 06 minutes 10 seconds East, along said approximate centerline, a distance of 669.39 feet to a point for corner;

THENCE South 01 degree 13 minutes 54 seconds East, departing said approximate centerline and along the east line of said State of Texas tract recorded in Volume 1487, Page 89, D.R.T.C.T., a distance of 37.68 feet to a 5/8-inch found iron rod for the northeast corner of Westover Acres, an addition to the City of Westworth Village, as recorded in Volume 388-V, Page 53, P.R.T.C.T.;

THENCE South 82 degrees 16 minutes 06 seconds West, along the common line between the south line of said State of Texas tract recorded in Volume 1487, Page 89, D.R.T.C.T., and the north line of said Westover Acres, a distance of 1,040.49 feet to an angle point in said common line;

THENCE South 88 degrees 46 minutes 06 seconds West, continuing along said common line, a distance of 129.30 feet to the northwest corner of said Westover Acres;

THENCE South 00 degrees 29 minutes 54 seconds East, a distance of 5.62 feet to a point for the southeast corner of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T.;

THENCE South 89 degrees 35 minutes 11 seconds West, along the common line between the south line of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T., and the north line of Westworth Park Addition, an addition to the City of Westworth Village, as recorded in Cabinet A, Page 7419, P.R.T.C.T., a distance of 714.33 feet to the west corner of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T.;

THENCE South 86 degrees 42 minutes 40 seconds West, along the common line between said north line and the south line of said State of Texas tract described as "Second Tract" recorded in Volume 1412, Page 481, D.R.T.C.T., same being the southerly right-of-way line of said State Highway 183, a distance of 469.25 feet to a point on the north line of said Westworth Park Addition and the east corner of said State of Texas tract recorded in Volume 2547, Page 509, D.R.T.C.T.;

THENCE South 71 degrees 33 minutes 54 seconds West, departing the south line of said "Second Tract" and along the northwesterly line of said Westworth Park Addition and an easterly line of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T., a distance of 90.55 feet to a point for the north corner of a tract of land described in Special Warranty Deed to Joseph S. Howell, III, and Douglas H. Gilliland, individuals, dated December 15, 2004, as recorded in Document Number D204391480, of the D.R.T.C.T.;

THENCE North 58 degrees 47 minutes 39 seconds West, continuing along the easterly line of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T., a distance of 20.77 feet to a point for corner;

THENCE South 71 degrees 06 minutes 37 seconds West, continuing along said easterly line, a distance of 83.08 feet to a point for corner;

THENCE South 58 degrees 24 minutes 53 seconds West, continuing along said easterly line, a distance of 140.91 feet to a point for corner;

THENCE South 30 degrees 55 minutes 19 seconds West, continuing along said easterly line, a distance of 244.16 feet to a 1/2-inch found iron rod for corner;

THENCE South 85 degrees 06 minutes 18 seconds West, continuing along said easterly line, a distance of 227.46 feet to a 1/2-inch found iron rod for corner;

THENCE South 04 degrees 53 minutes 39 seconds East, continuing along said easterly line, a distance of 137.24 feet to a 1/2-inch found iron rod for the most southerly southeast corner of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T., on the northeasterly right-of-way line of Roaring Springs Road (100-feet wide);

THENCE South 33 degrees 56 minutes 39 seconds West, departing said northeasterly right-of-way line and crossing said Roaring Springs Road, a distance of 49.90 feet to a point on the approximate centerline of said Roaring Springs Road for the beginning of a non-tangent circular curve to the left, having a radius of 1,465.12 feet and whose chord bears North 60 degrees 03 minutes 32 seconds West, a distance of 204.65 feet;

THENCE Northwesterly, along said approximate centerline and along said circular curve to the left, through a central angle of 08 degrees 00 minutes 35 seconds and an arc distance of 204.82 feet to a point for corner;

THENCE North 00 degrees 39 minutes 54 seconds West, departing said approximate centerline and crossing said Roaring Springs Road, passing at a distance of 55.26 feet a 5/8-inch found iron rod for the southwest corner of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T., and the southeast corner of Lot 1, Block 1, Quicktrip Addition, an addition to the City of Westworth Village as recorded in Cabinet A, Slide 8796, P.R.T.C.T., and continuing along the common line between the west line of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T., and the east line of said Lot 1, Block 1, for a total distance of 377.51 feet to the northwest corner of said State of Texas tract recorded in Volume 1487, Page 87, D.R.T.C.T., and the northeast corner of said Lot 1, Block 1 on said southerly right-of-way line of State Highway Number 183;

THENCE South 86 degrees 19 minutes 36 seconds West, along said southerly right-of-way line and the northerly line of said Lot 1, Block 1, a distance of 5.19 feet to a point for corner;

THENCE North 01 degree 26 minutes 49 seconds West, departing said southerly right-of-way line and crossing said State Highway Number 183, a distance of 139.83 feet to a point along the approximate centerline of said White Settlement Road (variable width);

THENCE North 87 degrees 11 minutes 52 seconds East, along said approximate centerline, a distance of 1,176.01 feet to a point for corner;

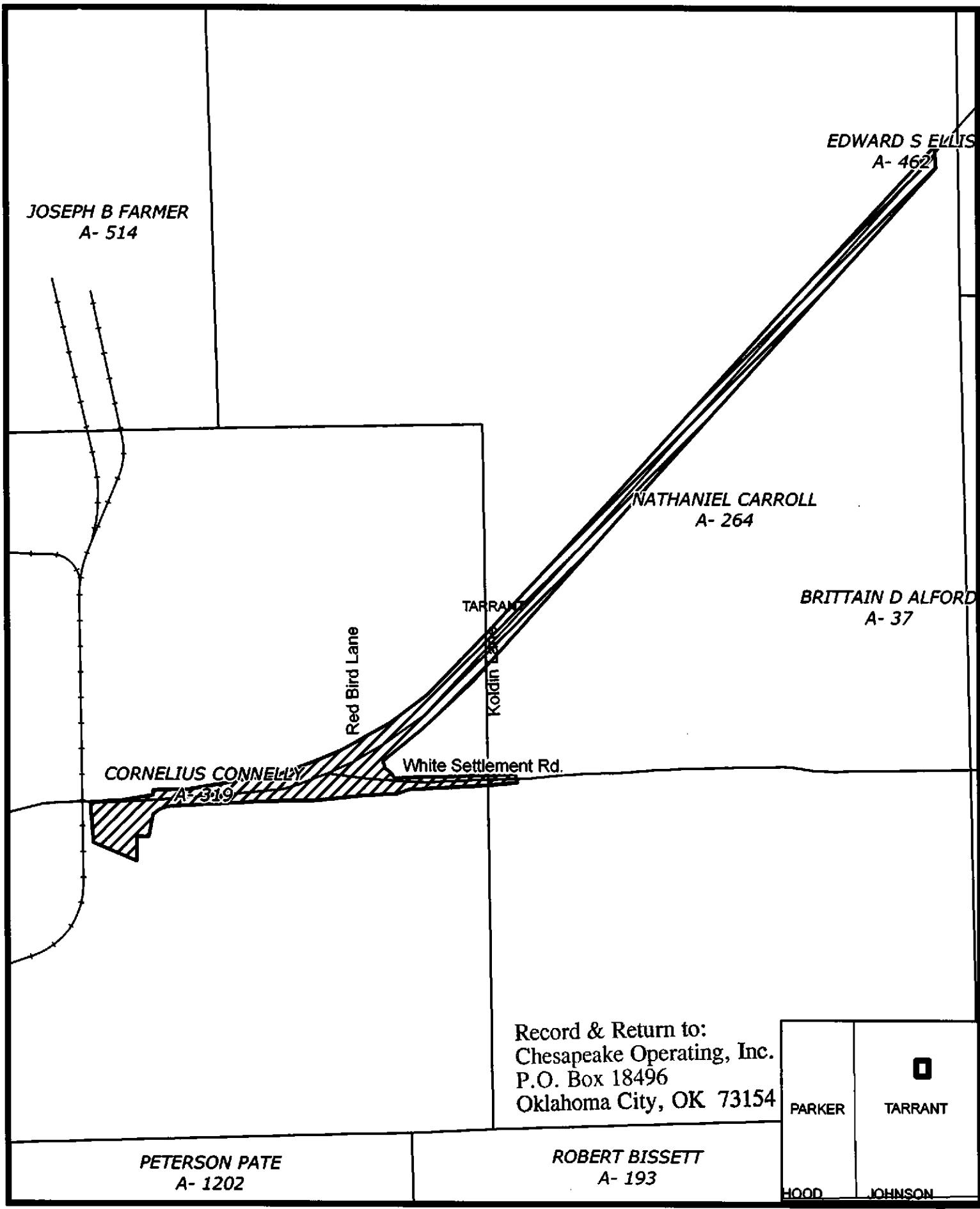
THENCE North 00 degrees 05 minutes 02 seconds West, crossing said White Settlement Road, a distance of 33.56 feet to a 1/2-inch found iron rod for the most northerly west corner of said State of Texas tract recorded in Volume 1412, Page 16, D.R.T.C.T., on the northwesterly right-of-way line of said State Highway Number 183, said point being the beginning of a non-tangent circular curve to the left, having a radius of 2,784.93 and whose chord bears North 63 degrees 54 minutes 08 seconds East, a distance of 1,980.07 feet;

THENCE Northeasterly, along said northwesterly right-of-way line and along said circular curve to the left, through a central angle of 41 degrees 38 minutes 52 seconds and an arc distance of 2,024.34 feet to the point of tangency;

THENCE North 43 degrees 04 minutes 43 seconds East, continuing along said northwesterly right-of-way line, passing at a distance of 77.11 feet a 3/4-inch found iron rod, passing at a distance of 4,725.51 feet a 5/8-inch found iron rod, and continuing along said northwesterly right-of-way line for a total distance of 5,505.97 feet to the intersection of said northwesterly right-of-way line with the west right-of-way line of Roberts Cut-Off Road;

THENCE South 00 degrees 47 minutes 17 seconds East, crossing said State Highway Number 183 and along said west right-of-way, a distance of 300.89 feet to the southeast end of a corner-clip at the intersection of said west right-of-way line with the southeast right-of-way line of said State Highway Number 183;

THENCE North 68 degrees 51 minutes 17 seconds West, along said corner-clip, a distance of 52.29 feet to the POINT OF BEGINNING and containing 41.80 acres, or 1,820,642 square feet of land, more or less.



Map showing a
Buffer of Koldin Lane,
Red Bird Lane
White Settlement Rd.
41.80 acres

0 550 1,100 2,200 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Compiled By: Zeke Gullion
March 23, 2010